

CARLSON LAW GROUP, INC.
Warren K. Miller, Esq.
21031 Ventura Boulevard, Ste. 1100
Woodland Hills, CA 91364
Office: 818-996-7800 | Fax: 818-884-4285
wkm@carlsonlawgroup.com
Attorney for defendants Kenneth H. Shapiro
& Silverwood Properties

FILED
Superior Court of California
County of Los Angeles

DEC 17 2018

Sherri R. Carter, Executive Officer/Clerk
By Anthony Ortiz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
COUNTY OF LOS ANGELES**

DAVID A. GLAZER, an individual,
Plaintiffs,

vs.

CHENEY ADRIENNE SHAPIRO; CHENEY
SHAPIRO DESIGNS 401K; CHENEY SHAPIRO
DESIGNS; RESOURCEFUL DEVELOPMENTS,
INC.; RICHARD JUDSON WILLIAMS;
SILVERWOOD PROPERTIES, INC.; KENNETH
HOWARD SHAPIRO; PODLEY ASSOCIATES
REALTORS; LINDA DARLINGTON SEYFFERT;
SEISMIC SAFETY, INC.; EDMUND J. SYLVIS;
KEN LAMARR COMPTON; AND DOES 1
THROUGH 250.

Defendants.

CASE NO. BC669741

Complaint Filed: July 25, 2017
Assigned To: Hon. Richard E. Rico
Dept.: 17

**DECLARATION OF WARREN K. MILLER IN
SUPPORT OF PLAINTIFF'S EX PARTE
APPLICATION TO:**

- 1 STRIKE THE DECEMBER 7, 2018 ORDER
DISMISSING THE DEFENDANTS AND
RETURN THE MATTER TO THE ACTIVE
CALENDAR; AND**
- 2 SET THE OSC RE DISMISSAL FOR
DECEMBER 17, 2018**

**[Filed Concurrently with Ex Parte Application
and Proposed Order]**

**DATE: December 17, 2018
TIME: 8:30 a.m.
DEPT: 17**

TRIAL DATE: None set

AND RELATED CROSS-ACTION

I, Warren K. Miller, hereby declare as follows:

1. I am an attorney duly licensed to practice law in all courts of the State of California. I am an attorney with the law firm of The Carlson Law Group, counsel of record herein for defendants Kenneth H. Shapiro and Silverwood Properties. I have personal

1 knowledge of all facts stated in this declaration and could and would testify to those facts if
2 called upon to do so.

3 2. In October, 2018, the parties engaged in mediation with Judge Richard E. Stone
4 (Ret). Judge Stone proposed a complicated resolution to the lawsuit that involved the selling
5 defendants buying the home back from Plaintiff, with all of the defendants paying additional
6 money as part of the settlement.

7 3. The transaction to settle this lawsuit is complicated and it took a while to
8 negotiate the details. In addition to a cash payment to Plaintiff, the settlement involves certain
9 of the defendants buying back the home that was sold to Plaintiff. The escrow for the re-
10 purchase of the home is set to close on March 1, 2019. However, if the escrow does not close,
11 the settlement is cancelled, the parties will return to the status quo before the settlement, and
12 return to Court to request a trial date.

13 4. On November 29, 2018, the Court held a Post-Mediation Status Conference to
14 discuss the status of the settlement. I appeared at the status conference via CourtCall.

15 5. During the November 29, 2018 Status Conference, Counsel informed the Court
16 that the settlement documents were signed by several of the parties, and that the attorney
17 representing the parties (Alisa Sandoval, Esq., who was not in Court that day for the Status
18 Conference) that had not yet signed the settlement documents had represented to the parties
19 that her clients would soon be signing the documents. Based upon counsel's representations,
20 the Court set an OSC re Dismissal for December 17, 2018, at 8:30 a.m. in Dept. 17. The Court
21 ordered Plaintiff to give notice.

22 6. On December 12, 2018, I learned from Plaintiff's counsel, Ronald A. Hartmann,
23 that an OSC took place on December 7, 2018, and no parties appeared because no party had
24 notice, and the defendants were dismissed on that day without prejudice. It appears that a
25 court system administrative or clerical error was made and the OSC was inadvertently set for
26

1 December 7, 2018, rather than December 17, 2018 as the Court indicated during the November
2 29, 2018 Status Conference.

3 7. It is important that the matter be returned to the active calendar because the
4 settlement involves a buy back of the Plaintiff's home that was the subject of this lawsuit. The
5 escrow is set to close on March 1, 2019. Pursuant to the terms of the settlement, the entire
6 settlement is contingent upon the buy back of the home and escrow closing on March 1, 2019.
7 If the escrow does not close, then the settlement is cancelled and the parties will return back to
8 Court for a trial date.

9 8. I declare under penalty of perjury under the laws of the State of California that
10 the foregoing is true and correct. Executed this 13th day of December, 2018, at Woodland Hills,
11 California.

12
13 Dated: December 13, 2018



Warren K. Miller
Attorney for defendants Kenneth H. Shapiro and
Silverwood Properties